

SAO

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Attorneys for Plaintiff/Counter-Defendant, The Bank of New York Mellon (fka The Bank of New York) as Trustee for the Holders of the GE-WMC Asset-Backed Pass-Through Certificates, Series 2005-2

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

THE BANK OF NEW YORK MELLON (FKA
THE BANK OF NEW YORK) AS TRUSTEE
FOR THE HOLDERS OF THE GE-WMC
ASSET-BACKED PASS-THROUGH
CERTIFICATES, SERIES 2005-2,

Plaintiff,

vs.

FORECLOSURE SALES SERVICES, LLC, an
unknown and unregistered entity, and NV
FORECLOSURE SERVICES, LLC, a revoked
Nevada Limited Liability Company,

Defendants.

and

NEVADA NEW BUILDS, LLC,

Defendant-in-Intervention.

NEVADA NEW BUILDS, LLC,

Counterclaimant,

vs.

Case No.: 2:15-cv-02087-APG-GWF

**STIPULATION AND ORDER FOR
DISMISSAL**

1 THE BANK OF NEW YORK MELLON (FKA
2 THE BANK OF NEW YORK) AS TRUSTEE
3 FOR THE HOLDERS OF THE GE-WMC
4 ASSET-BACKED PASS-THROUGH
CERTIFICATES, SERIES 2005-2,

5 Counter-Defendant.

6
7 **STIPULATION AND ORDER FOR DISMISSAL**

8 Plaintiff/Counter-Defendant, The Bank of New York Mellon (fka The Bank of New
9 York) as Trustee for the Holders of the GE-WMC Asset-Backed Pass-Through Certificates,
10 Series 2005-2 ("BONY"), and Defendant-in-Intervention/Counter-Claimant, Nevada New
11 Builds, LLC ("NNB"), by and through their undersigned attorneys hereby stipulate and agree as
12 follows:

13 **WHEREAS:**

14 1. The real property which is the subject of this case is commonly known as 628 Bay
15 Bridge Drive, North Las Vegas, Nevada 89032, APN No. 139-10-112-061 ("Property");

16 2. BONY is the holder of a first Deed of Trust securing a loan in the amount of
17 \$212,000.00 made on or about October 5, 2005 ("Note"), by Alberto A. Cervantes ("Borrower")
18 and recorded on October 14, 2005, in the Official Records of Clark County, Nevada as Book and
19 Instrument Number 20051014-0000383 ("Deed of Trust");

20 3. On May 13, 2010, a Notice of Delinquent Assessment Lien was recorded against
21 the Property by Angius & Terry Collections LLC ("ATC"), as agent for Alexander Station
22 Community Association ("HOA");

23 4. On June 15, 2010, a Notice of Default and Election to Sell Under Notice of
24 Delinquent Assessment Lien was recorded against the Property by ATC, as agent for HOA;

25 5. On August 29, 2012, a Notice of Sale was recorded against the Property by ATC,
26 as agent for HOA;

27 6. ATC sold the Property on behalf of HOA on September 21, 2012 ("HOA Sale")
28 to Foreclosure Sales Services LLC & NV Foreclosure Services LLC ("HOA Buyer") by

1 Trustee's Deed Upon Sale recorded as Book and Instrument Number 201211140002338 in the
2 official records of the Clark County Recorder;

3 7. On or about December 28, 2015, HOA Buyer transferred its interest in the
4 Property to Foreclosure Sales Services as reflected in the Quitclaim Deed recorded as Book and
5 Instrument Number 20151228-0001500 in the official records of the Clark County Recorder;

6 8. On or about June 14, 2016, Foreclosure Sales Services sold the Property to NNB
7 as reflected in the Quitclaim Deed recorded as Book and Instrument Number 20160614-0000153
8 in the official records of the Clark County Recorder;

9 9. On October 30, 2015, BONY filed a Complaint in Case Number 2:15-cv-02087-
10 APG-GWF ("BONY Action");

11 10. On September 19, 2017, NNB filed an Answer to BONY's Complaint and a
12 Counterclaim;

13 11. The undersigned Parties have now come to a resolution regarding their respective
14 claims and interest in the Property;

15 12. Pursuant to a Settlement Agreement between BONY and NNB, BONY agrees to
16 dismiss all of its claims asserted in its Complaint, while NNB agrees to dismiss all of the claims
17 asserted against BONY in its Counterclaim.

18 13. Nothing in this Stipulation should be construed as intended to benefit any other
19 party not identified as the undersigned Parties hereto, and in particular, shall not constitute a
20 waiver or relinquishment of any claims by BONY against HOA Buyer or Borrower; and

21 14. Each Party shall bear its own fees and costs incurred in this litigation and
22 settlement.

23 WHEREFORE:

24 **IT IS FURTHER STIPULATED AND AGREED** that all claims asserted in BONY's
25 October 30, 2015 Complaint shall be dismissed **with prejudice**.

26 **IT IS FURTHER STIPULATED AND AGREED** that all claims asserted in NNB's
27 September 19, 2017 Counterclaim shall be dismissed **with prejudice**;

1 **IT IS FURTHER STIPULATED AND AGREED** that nothing in this Stipulation and
2 Order is intended to be, or will be, construed as an admission of the claims or defenses of the
3 Parties.

4 **IT IS FURTHER STIPULATED AND AGREED** that this Stipulation and Order is in
5 no way intended to impair the rights of BONY (or any of its authorized agents, investors,
6 affiliates, predecessors, successors, and assigns) to pursue any and all remedies against HOA
7 Buyer or against the Borrower, as defined in the Note, that BONY (or any of its authorized
8 servicers, agents, investors, affiliates, predecessors, successors, and assigns) may have relating to
9 the Note, including the right to sue the Borrower for any deficiency.

10 **IT IS FURTHER STIPULATED AND AGREED** that the settlement entered into by
11 and between the undersigned Parties has been entered into in good faith, pursuant to NRS 17.245
12 and applicable case law, and any and all claims, counterclaims and third-party claims for
13 contribution or equitable/implied indemnity of any party, person or entity against NNB and/or
14 BONY, whether compulsory or permissive, whether asserted or not, whether legal or equitable,
15 related in any way to the claims asserted in the case at bar, shall be forever discharged and
16 barred, **with prejudice**;

17 ///

18 ///

19 ///

IT IS FURTHER STIPULATED AND AGREED that each Party shall bear its own attorney's fees and costs incurred in this litigation and settlement.

STIPULATED AND AGREED to this 2nd day of October, 2018.

WRIGHT, FINLAY & ZAK, LLP

KUNG & BROWN

/s/ Krista J. Nielson

/s/ A.J. Kung

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Builds, LLC

Bank of New York Mellon (fka The Bank of

New York) as Trustee for the Holders of the

GE-WMC Asset-Backed Pass-Through

Certificates, Series 2005-2

IT IS SO ORDERED:

UNITED STATES DISTRICT JUDGE

DATED: 10/2/2018